

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM318150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADCS Clinics, LLC		07/11/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NXT Capital, LLC, as Agent		
<b>Street Address:</b>	191 North Wacker Drive, Suite 1200		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2646450	FIZZ-IT	
<b>Registration Number:</b>	4328832	BEDSIDE DERMATOLOGY CO.	
<b>Registration Number:</b>	4325015	BEDSIDE MEDICAL GROUP	
<b>Registration Number:</b>	2419867	GREKIN SKIN INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	09/26/2014		
<b>Total Attachments: 5</b>			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 11<sup>th</sup> day of July, 2014, by ADCS Clinics, LLC, a Delaware limited liability company ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

### **W I T N E S S E T H**

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Second Amended and Restated Credit Agreement, dated as of May 1, 2014 (as the same may be amended, supplemented, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement, dated as of October 3, 2011, among Grantor, one or more of its affiliates and Grantee (as the same was reaffirmed pursuant to that certain Second Master Reaffirmation of Financing Documents, dated as of May 1, 2014, and as may be amended, supplemented, restated, amended and restated or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks other than any Excluded Property (each as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. The security interest granted to Agent herein is granted in furtherance of the security interest granted to Agent pursuant to the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with

any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

in each case, other than Excluded Property.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent-to-use" Trademark until such time as Grantor begins to use such Trademark and until a "statement of use" or "amendment to allege use" has been filed and accepted in the U.S. Patent and Trademark Office with respect to such Trademark.

4. Termination. Upon the termination of the Collateral Agreement, the Grantee shall, at the Grantor's expense, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording the release and/or termination of the grant and any security interest in the Trademark Collateral with the U.S. Patent and Trademark Office.

5. **GOVERNING LAW. THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ADCS CLINICS, LLC


By: 

Name: Matt L. Leavitt



Title: President

Agreed and Accepted  
As of the Date First Written Above

**NXT CAPITAL, LLC,**  
as Agent

By   
Name: Andrea Tunick  
Title: Vice President

**SCHEDULE 1****TRADEMARK REGISTRATIONS**

<b>Owner</b>	<b>Mark</b>	<b>Serial No. Reg. No.</b>	<b>Filing Date Reg. Date</b>	<b>Status</b>
Steven K. Grekin	BEDSIDE DERMATOLOGY CO. and Design 	85348221 4328832	Jun. 16, 2011 Apr. 30, 2013	Registered
Steven K. Grekin	BEDSIDE MEDICAL GROUP and Design 	85349368 4325015	Jun. 17, 2011 Apr. 23, 2013	Registered
Grekin, Steven	FIZZ-IT	75938775 2646450	Mar. 07, 2000 Nov. 05, 2002	Renewed
Grekin, Steven	GREKIN SKIN INSTITUTE	75617686 2419867	Jan. 08, 1999 Jan. 09, 2001	Renewed

**MATERIAL UNREGISTERED TRADEMARK**

<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>
Grekin, Steven	FACE BY GREKIN	75457271	Mar. 26, 1998	Abandoned